have a common injurious effect upon many. *Ex parte Foote* (1901) 70 Ark. 12. These latter also, a municipality may prohibit generally, *e. g.*, the growth of high weeds on city lots, *City of St. Louis v. Galt* (1903) 179 M. 8; or the maintenance of a jackass within the hearing of the populace, *ex parte Foote, supra.* That is, the courts will sustain a liberal discretion in declaring a given thing, innocent in itself, to be always a nuisance in given circumstances. But should a municipality, overstepping its discretion, prohibit by ordinance, as a nuisance, a thing capable of being inoffensively conducted, any abatement must take place not as of a prohibited thing under the ordinance, but as of a nuisance at common law on the facts of the individual case. See *People v. Busse* (1909) 240 Ill. 338. The decision of the principal case might be maintained on the ground that the use of the streets may be prohibiited for any purpose except those for which highways are commonly and necessarily used. *State v. Iams* (1907) 111 N. W. (Neb.) 604. But the argument of the dissent seems the sounder: unrestrained chickens are not nuisances *per se*, nor yet in a class with the jackass; and are not therefore, to be prohibited sweepingly, but should have their offensiveness determined in each particular set of circumstances.

K. N. L.

PUBLIC SERVICE CORPORATIONS—DISCONTINUANCE OF SERVICE WITHOUT NOTICE—TENDER OF PAYMENT.—LITTLE ROCK RY. & ELECTRIC CO. v. LEADER CO. (1916) 188 S. W. (ARK.) 1182.—An electric company's contract with the consumer provided for discontinuance without notice upon non-payment of its bill within ten days from date of bill. The company discontinued service after more than ten days had elapsed, although the consumer tendered payment of the proper amount at that time. *Held*, that the consumer was entitled to notice and a reasonable opportunity to pay before discontinuance despite the terms of the contract.

A public service corporation under the power to make reasonable regulations concerning service, may require payment in advance. Jones, *Telegraph and Telephone Companies*, sec. 431. And it is not a discrimination to require this of some, while extending credit to others. *Vaught v. East Tennessee Tel. Co.* (1910) 128 Tenn. 318. As to indebtedness already incurred, the majority rule is that a company may refuse to furnish former consumers until it is paid. *State ex rel. Latshaw v. Duluth* (1908) 105 Minn. 472; *Buffalo County Telephone Company v. Turner* (1908) 82 Neb. 841. The minority view is that public service corporations must supply customers who are willing to pay for future services, even though they refuse to pay for past ones. *Crumley v. Watauga Water Co.* (1897) 99 Tenn. 420. This theory, that insistence upon payment of past debts before continuing service is an unreasonable discrimination on the part of public service corporations, has been followed by Arkansas. *Southwestern Tel. & Tel. Co. v. Murphy* (1911) 100 Ark. 546; *Southwestern Tel. & Tel. Co. v. Danaher* (1912) 102 Ark. 547. The latter decision was reversed on the ground that a fine imposed on the company was without due process of law, the U. S. Supreme Court arguing strongly by way of dictum, that the regulation was reasonable. *Southwestern*

Tel. & Tel. Co. v. Danaher (1915) 238 U. S. 482. The stipulation in the principal case would seem justifiable, for the contract itself and the bill furnish sufficient notice for the ordinary man. Service to the public will suffer if everyone can force a company to begin to take out connections in order to secure payment, and can defeat even this by a belated tender of the amount due. It does not necessarily follow that the delayed payment of one's back debts is a satisfaction of a contract previously broken. If this decision is to be justified, it must be on the ground that the provision was designed to be only a method of enforcing the rental charge, and that public policy will not permit such a corporation to enforce its contract to the letter, when the consumer is willing to pay the amount owed at the time the contract was broken. *Royal v. Cordele* (1909) 132 Ga. 125.

J. E. H.

TELEGRAPH AND TELEPHONES—ERROR IN TRANSMISSION OF MESSAGE—LIABILITY TO ADDRESSEE.—PENOBSCOT FISH CO. v. W. U. TEL. CO. (1916) 98 ATL. (CONN.) 341.—The defendant telegraph company accepted in Connecticut a message to be transmitted to the plaintiff in Maine. By the defendant's negligence the message was delivered as an order for ten barrels of lobsters instead of one barrel. Plaintiff sent ten barrels, but the consignee refused to accept them. *Held,* that the plaintiff was entitled to recover damages caused by the defendant's error in transmission.

The offeror is bound by the terms of a telegraphic message as received by the offeree. *W. U. Tel. Co. v. Flint River Lumber Co.* (1902) 114 Ga. 576; *Ayer v. W. U. Tel. Co.* (1887) 79 Me. 493; *contra, Pepper v. W. U. Tel. Co.* (1889) 87 Tenn. 554. If the message appears on its face to be for the benefit of the sendee, he may sue the company as beneficiary of the contract between the company and the sender *Wadsworth v. W. U. Tel. Co.* (1888) 86 Tenn. 695; *W. U. v. Potts* (1907) 120 Tenn 37. But the plaintiff in the principal case is not such a beneficiary as to entitle him to sue on the contract. He may, however, bring an action in tort. *Young v. W. U. Tel. Co.* (1889) 107 N. C. 370; *Stewart, Morehead & Co. v. Postal Tel. & Cable Co.* (1906) 131 Ga. 31. The addressee in such an action must show legal damage. *Rose v. U. S. Tel. Co.* (1867) 3 Abb. Dec. (N. Y.) 408. No legal damage is shown in the principal case since the offeror was bound by the message reaching the plaintiff. The decision can be justified then, only on the ground that it prevents circuity of action by allowing the addressee to recover from the company. The court in the principal case evidently assumed that the negligent act of the defendant was committed in Connecticut.

J. N. M.

WILLS—TRUST ESTATE—ASSIGNMENT TO WIFE.—WEST v. BURKE (1916) 113 N. E. (N. Y.) 561.—The plaintiff, on his wife's action for divorce, assigned to her in trust for life, $15,000, which was to be held by the executors and trustees under the will of his father to be paid him out of the